

This letter is to serve notice that the Administrative Contract, which is currently in place for Mr. Jerry Kennedy, who is the present Administrator for Jefferson County Hospital, was extended for a term of up to five (5) years with no additional raise on the extended portion of said Contract. This Contract is valid until February 13, 2014.

On May 15, 2012, Jefferson County Hospital Board of Trustees approved and entered into contract for an extension to said contract, which would allow the Administrator's Contract to extend up to five (5) years from the date of May 15, 2012.

Said Contract was approved by a majority vote by the following Board of Trustee members:

Ms. Jeanette Travis, Chairperson, voted Yes;

Mrs. Shirley Ellis-Stampley, Vice- Chairperson voted Yes;

Mr. John Dickey, Member voted Yes;

Mr. Willie Hedrick, Member voted Yes;

Bro. Isaac Tenner, Member voted Yes;

Ms. Regina Reed, Secretary voted No;

Ms. Rosie Hill, Member voted No.

The Administrator, Mr. Jerry Kennedy stated that this would not be an additional five (5) years to the existing contract, and it would not be a ten percent (10%) raise each year on the extended portion of the Contract.

The Contract attached to this letter is the same Contract Jefferson County Hospital Board of Trustee agreed to at the meeting on May 9, 2012, which Ms. Jeanette Travis, Chairperson authorized, and signed, along with the Jefferson County Hospital Administrator, Mr. Jerry Kennedy.

Let it be known that this letter will become a part of the minutes of the Jefferson County Hospital Board of Trustees.

I do certify that the signature below is my original signature and that I am presently or was a member of the Jefferson County Hospital Board of Trustee during the above mentioned date.

Jeanette Travis
Ms. Jeanette Travis, Chairperson

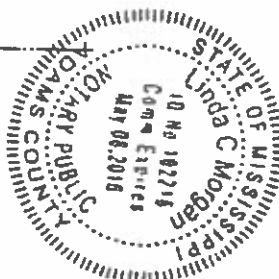
Shirley Ellis-Stampley
Mrs. Shirley Ellis-Stampley, Vice-Chairperson

Willie Hedrick
Mr. Willie Hedrick, Member

John E. Dickey
Mr. John Dickey, Member

Isaac Tenner
Bro. Isaac Tenner

Subscribed and sworn to before me in my
presence this 15th Day of March
a Notary Public in the State of MS
Signature Linda C. Morgan
Notary Public My Commission
Expires 5/31/2016



EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this the 15 day of May 2012, by and between the Board of Trustees of Jefferson County Hospital, Mississippi (hereinafter referred to as ("Employer")) Jerry Kennedy, an Administrator (Hereinafter referred to as ("Employee"))

Witnesseth:

That Whereas, the Employer is engaged in the business of providing acute care hospital services which require a qualified administrator and desires to employ the employee to assist in the provision of such hospital; and

Whereas, the employer has determined what reasonable compensation will be for the Employee's services under this Agreement, and has offered the Employee employment for such compensation and benefits, upon the terms and conditions hereinafter set forth; and

Whereas, the Employee is willing to accept employment with the Employer, upon the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the mutual and reciprocal covenants and agreements hereinafter set forth the parties hereto do contract, covenant and agree as follow:

1. **Employment.** The Employer hereby employs the Employee and the Employee hereby accepts employment from the Employer, upon the terms and conditions hereinafter set forth.
2. **Term.** The term of this Agreement shall begin on the 15th day of May 2012, and shall be for a period of five (5) years following such commencement date, unless otherwise continued by mutual written consent of the Employer and Employee or unless otherwise terminated pursuant to this Agreement.
3. **Duties and Performance.** The Employee agrees to perform the duties of Administrator solely as an Employee of the Employer.
4. **Regular Compensation.** Except as is otherwise provided, Employer shall pay to Employee for all services rendered under this agreement a salary of an amount equal to two hundred ninety-nine thousand, four hundred seventy-five dollars (\$299,475) through February 13, 2013, with an increase to an amount equal to three hundred twenty-nine thousand, four hundred twenty three dollars (\$329,423) as a gross annual salary, thereafter for remainder of contract. The payment of this salary is subject to the terms and conditions below in the adjustment of compensation section. Said salary is to be paid bi-weekly.
5. **Adjustment of Compensation.** The Employer and the Employee may, from time to time, agree to increase the Employee's annual base compensation on the basis of the value of the Employee's services to the Employer. If a change in annual base compensation occurs, said increase shall constitute an amendment of this Employment Agreement as of the date of said increase and shall supersede the annual base compensation provided for in Paragraph 4 hereof, any other change or changes in such annual base compensation previously entered.

6. **Fringe Benefits.** The Employee shall be entitled, during the term of this Agreement, to participate, in accordance with their terms, in all fringe benefit or incentive compensation plans as may be authorized and adopted from time to time by the Employer including, but not limited to, any pension plan, profit-sharing plan, disability or sick-pay (Provided by Employer), Family medical plan, Family hospitalization insurance plan (Paid by Employer), or other employee benefit plans provided by the Employer.
Specially, the Employee shall receive the following fringe benefits from the Employer:
(1) Pager and Pager service (2) Cellular/Mobile/Phone (3) Reimbursement for Travel, Lodging, Food, Professional dues, professional licenses, Educational courses, and others.
7. **Termination.** The Employer may not terminate this Agreement without cause. Prior to termination, the Employer must give the Employee at least one hundred twenty (120) days written notice of the Employer's intention to terminate this Agreement if there is an amicable termination. The notice of termination of the contract shall be by written notice hand delivered or sent by certified mail, return receipt requested. The Employer will provide the Employee with the alleged 'cause' for termination. The Employer will allow the Employee one hundred twenty (120) days to correct the cause if proven to be amicable cause.
8. **Binding Effect.** This Employment Agreement shall be binding upon and shall inure to the benefit of both Employer and Employee and their respective successors, heirs, legal representatives, and assigns.
9. **Severability.** If any provision of this agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this agreement shall be affected.

IN WITNESS WHEREOF, THE EMPLOYER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND ITS SEAL TO BE AFFIXED BY ITS DULY AUTHORIZED OFFICERS, AND EMPLOYEE HAS HEREUNTO SET HIS HAND, ALL BEING DONE IN TRIPPLICATE ORIGINAL, ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

EMPLOYER:
JEFFERSON COUNTY HOSPITAL
BOARD OF TRUSTEES

BY: [Signature]
CHAIRPERSON

ADMINISTRATOR/EMPLOYEE
[Signature]
JERRY KENNEDY